RECENT DECISIONS.

AGRICULTURAL SOCIETIES—STATE FAIRS—LIABILITY TO VISITOR INJURED BY AEROPLANE.—The defendant was an agricultural board created for the sole purpose of promoting the interests of agriculture and similar industries under a statute providing for the appointment of its members by the governor and for the control of its funds by the state. The plaintiff, while attending the fair, was injured by an aeroplane engaged by the defendant to give public exhibitions. *Held,* the board was an agency of the state engaged in the performance of a governmental function, and is not liable. *Morrison* v. *MacLaren,* 160 Wis. 621, 152 N. W. 475. See NOTES, p. 59.

BANKS AND BANKING—INSOLVENCY—DEPOSITS—SET-OFFS AGAINST BANK.—The receiver of a national bank sued the defendant as indorser of a note. The defendant pleaded by way of defense and set-off that, at the time of the suspension of business by the bank, he had funds to his credit on deposit. *Held,* the defendant may set off his deposit, *pro tanto,* against his obligation to the insolvent bank. *Curtis* v. *Davidson* (N. Y.), 109 N. E. 481.

Section 5242 of the Revised Statutes of the United States provides that all payments of money made by a national bank to its creditors after the commission of an act of insolvency, or in contemplation thereof, with a view to the preference of one creditor to another, except in the payment of its circulating notes, shall be entirely null and void. It is well settled that in cases of mutual credits a right to a set-off exists, and that only the balance which shall appear to be due upon adjudication of the mutual accounts is recoverable. *Skiles* v. *Houston,* 110 Pa. St. 245, 2 Atl. 30; *Merrill* v. *Cape Ann Granite Co.,* 161 Mass. 212, 36 N. E. 797, 23 L. R. A. 313. In the principal case, since the indorser was allowed to set off the amount of his deposit in the insolvent bank against his obligation to it on the note, and since he may recover from the maker, if solvent, the face value of the note, he may be paid in full. Thus the appearance of a preference arises. But a receiver takes subject to all set-offs that might have been interposed against the insolvent. *Carr* v. *Hamilton,* 129 U. S. 252; *Colton* v. *Dover, etc., Association,* 90 Md. 85, 45 Atl. 23, 78 Am. St. Rep. 431, 46 L. R. A. 388; *American Bank* v. *Wall,* 56 Me. 167. Therefore, the allowance of a set-off after the suspension of business by a bank does not result in a preference. *Scott* v. *Armstrong,* 146 U. S. 499; *Armstrong* v. *Warner,* 49 Ohio St. 376, 31 N. E. 877, 17 L. R. A. 466; *Yardley* v. *Clothier* (C. C. A.), 51 Fed. 506, 17 L. R. A. 462.

CARRIERS—NOTICE OF LOSS—REQUIREMENT AS TO FILING.—A state statute provided that no railroad engaged in transporting live stock should by contract exempt itself from the liability of a common carrier, which would exist had no such contract been made. Under a written contract, a shipper of stock agreed that no claim for loss or injury to the